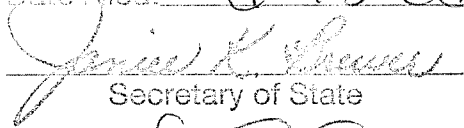
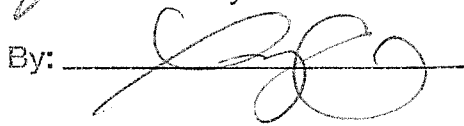


ADOT JPA File No.: 04-088
AG Contract No.: KR04-1781TRN
Amendment No. 1
Project No.: TEA-260-B(008)A
Project: Preacher Canyon Wildlife
Section: US 260
TRACS No.: H6611 01X
Budget Source Item No.: 72206

27521
Filed with the Secretary of State
Date Filed: 6-13-06

Secretary of State
By: 

**AMENDMENT NO. 1
TO
INTERAGENCY AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE ARIZONA GAME AND FISH DEPARTMENT

THIS AGREEMENT is entered into this date June 13, 2006, **Amendment No. 1** to JPA No. 04-088, A.G. Contract No.: KR04-1781TRN, filed with the Secretary of State under No. 27521, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the ARIZONA GAME AND FISH DEPARTMENT, acting by and through its COMMISSION (the "AGFD").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The AGFD is empowered by Arizona Revised Statutes § 17.231.B.7 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the AGFD.

Article I, Paragraph 3 is amended in full as follows:

3. The State has agreed to contribute an additional amount of \$50,000.00 for a total amount not to exceed \$75,000.00 to AGFD for the research study, funded with State and Federal funds qualified through the Enhancement Activities No. 11, to study ways to reduce vehicle caused wildlife mortality while maintaining habitat connectivity, hereinafter referred to as the "Project". The Project pertains to the construction and testing, in an experimental capacity, of fences to obstruct animal passage across roadways and a Roadway animal Detection System (RADS) to alert motorists when an animal crosses a roadway. The Project will also entail the collaring of animals to determine the effectiveness of the fences and RADS by monitoring animal movements. The Parties agree that the State will design and construct an extension to the fence and erect a Roadway Animal Detection System (RADS), if sufficient funding is made available, on the State's right-of-way, located on State Route (SR) 260, Milepost (MP) 260.0 to 263.1 in accordance with mutually agreed upon design and specifications. The Parties agree that the State will maintain all non-electric fences, gates, jumps, and cattle guards within the State's right-of-way. The Parties agree that the State will maintain, operate, and if necessary, dismantle the electric fence (Electro Braid) and RADS. The AGFD agrees to conduct and maintain electronic collaring of animals, and collect and analyze data. Prior to the termination of this Agreement, both Parties agree to have the State determine the need to extend the maintenance and operation responsibilities or to relinquish maintenance and operation responsibilities to another party. If the State determines that the Project is successful and continued maintenance is necessary, this Agreement shall be amended.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

II. SCOPE OF WORK**Article II, Paragraph d and f are amended in full as follows:**

1. The State shall:

d. Upon execution of this amended Agreement and within thirty-days (30) upon receipt and approval of an invoice from the AGFD, remit to the AGFD an additional amount of \$50,000.00 for a total amount, not to exceed \$75,000.00 for the research studies associated with the Project.

f. On or near December 30, 2008, the State will determine the need to continue the Project by examination of collected data. If the Electro Braid fence and RADS is determined to be effective and the Project continues, the State, through its vendors, will continue to be responsible for the maintenance and operation of the Electro Braid fence and the RADS. If the Electro Braid fence or RADS are found to be ineffective then the respective vendor will be responsible for removal.

Article II, Paragraph c and d are amended in full as follows:

2. The AGFD shall:

c. Upon execution of this amended Agreement, invoice the State for an additional amount of \$50,000.00 for a total amount, not to exceed \$75,000.00 for the research studies associated with the Project.


d. On or near October 30, 2008, recommend to the State the need to continue the Project in conjunction with the State by providing to the State an up-to-date summary of the effectiveness of all fences and RADS.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

ARIZONA GAME AND FISH DEPARTMENT**STATE OF ARIZONA**

Department of Transportation

(Per) By 
DUANE SHROUFE
Director

By 
CYNTHIA MILLS
Joint Project Administrator

EXHIBIT A



THE STATE OF ARIZONA
GAME AND FISH DEPARTMENT
2221 West Greenway Road, Phoenix, AZ 85023-4399
(602) 942-3000 • azgfd.gov

Governor
Janet Napolitano
Commissioners
Chairman, Joe Melton, Yuma
Michael M. Golightly, Flagstaff
William H. McLean, Gold Canyon
Bob Hernbrode, Tucson
W. Hays Gilstrap, Phoenix
Director
Duane L. Shroufe
Deputy Director
Steve K. Ferrell



March 7, 2006

Ms. Rebecca A. Miller, R.G.
Transportation Enhancement Project Manager
Arizona Department of Transportation
205 S. 17th Ave, MD 609E
Phoenix, AZ 85007

RE: Project No. TEA-260-B (008) A, TRACS No. H6611 01X
Request for contingency funds for research effectiveness monitoring

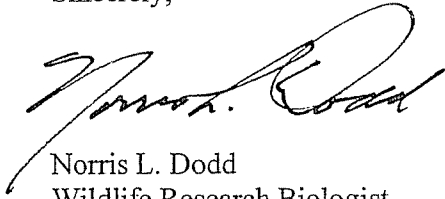
Dear Rebecca:

It is exciting to finally see the State Route 260 Preacher Canyon Wildlife Enhancement project to the point that both the C&S and procurement contracts will be implemented in the near future. After 18 months of intense and expedited project planning, it was unfortunate that the project was delayed by the backlog encountered by ADOT last summer, and then by the lack of bids in the initial round of bidding of the C&S portion of the project. When the ADOT backlog delayed the original bidding of the C&S portion of the project, we expressed concern about the impact to our research project; this concern was exacerbated by the further delay created by the subsequent lack of bids and need to rebid the contract.

When the proposal for this project was developed by the Department in cooperation with ADOT's Prescott District (summer 2003), we were involved in both our first and second phases of research along State Route 260. Funding for this research was provided by both ADOT's Arizona Transportation Research Center (ATRC) and our Federal Aid in Wildlife Restoration Act research program. These research funds were used as a "match" to the TEA-21 Preacher Canyon project, essentially supporting the research effort here in concert with other ongoing State Route 260 research. However, with the delays in implementing the Preacher Canyon project, the ATRC-funded first and second phases have since ended, and we are now into our third phase of research along State Route 260. Anticipating that the Preacher Canyon project would be well underway at the same time as our second phase of ATRC-funded research, we did not include a substantial amount of funding for this project under our third phase of research. At the same time, Department funding for State Route 260 research is also declining, such that we may not have sufficient funds to conduct the second year of evaluation of the Preacher Canyon project, planned for 2 years (through summer 2008). Consequently, we request that an additional \$50,000 be provided by ADOT to help fund research effectiveness monitoring through the full 2-year duration of this experimental project. Such monitoring is a cornerstone of this enhancement project, and crucial to accomplishing a thorough evaluation of the various project components.

We sincerely appreciate your consideration of this request for additional contingency funding for the Preacher Canyon enhancement project to accomplish a meaningful research evaluation. As always, we also appreciate all your efforts to make this project a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Norris L. Dodd". The signature is fluid and cursive, with a large initial "N" and "D".

Norris L. Dodd
Wildlife Research Biologist
(928) 367-5675 office
(928) 368-3017 cell

cc: Ray Schweinsburg, Research Program Supervisor


RECEIVED
NORRIS L. DODD
WILDLIFE RESEARCH BIOLOGIST
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

KR04-1781TRN
JPA 04-088


**AMENDMENT NO. 1
TO
INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE ARIZONA GAME AND FISH DEPARTMENT (AGFD)**

I have reviewed the above referenced Amendment No. 1 to the Interagency Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the AGFD, and find the Amendment in proper form and within the powers and authority granted to AGFD under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to approve the Amendment No. 1.

DATED this 16th day of May, 2006.



Assistant Attorney General

| | | |
|---|--|--|
| <p>TERRY GODDARD Attorney General</p> | <p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p> | <p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p> |
|---|--|--|

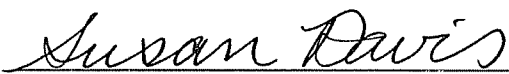
INTERAGENCY AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1781TRN (**JPA 04-088, Amendment No. 1**), an Agreement between public agencies, i.e., The State of Arizona and The Arizona Game and Fish Department, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 1, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:963170
Attachment